BANGALORE METRO RAIL CORPORATION LIMITED

eTENDER DOCUMENT

FOR

Selection of Vendor for Supply and Installation of

Network Passive Cabling, Backup Solution and Storage Controller

OF

BANGALORE METRO RAIL CORPORATION LIMITED

TENDER NO. BMRCL/2025-26/SE0017

June–2025

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex (C-Block), K H Road, Shanthinagar
Bengaluru– 560 027 Karnataka
India

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KEY DETAILS

Tender No: BMRCL/2025-26/SE0017 *(BMRCL's File no. Tender No. BMRCL/IT/LANRO/04/2025)*		
Name of Work: Selection of Vendor for Supply and Installation of Network Passive Cabling, Backup Solution and Storage Controller		
Sl.no.	**Description**	
1.	Tender Security / EMD Amount	Rs. 1,32,000.00
2.	Completion period of Works	180 Days
3.	Download of Tender documents	Tender documents to be downloaded from Karnataka Public Procurement Portal (eProcurement Portal: https://kppp.karnataka.gov.in/)
4.	Last Date of Seeking Clarification	As per Date and Time specified in e-Procurement Portal.
5.	Pre-bid meeting	As per Date and Time specified in e-Procurement Portal.
6.	Date and Time of submission of Tender	As per Date and Time specified in e-Procurement Portal.
7.	Date and Time of opening of Tender (Qualification cum Technical Package)#	As per Date and Time specified in e-Procurement Portal.
8.	Date and Time of opening of Tender (Financial Package)	Will be intimated to the Qualified Tenderers through e-Procurement Portal. Tenderers to trace the same.
9.	Place of Opening of Tenders (Qualification Cum Technical Package & Financial Package)	Office of the Managing Director Bangalore Metro Rail Corporation Ltd 3rd Floor, BMTC Complex (C-Block) K H Road, Shanthinagar Bangalore, PIN:560027 Karnataka, India
10.	Address for communication	Office of the Managing Director Bangalore Metro Rail Corporation Ltd., 3rd Floor, BMTC Complex (C-Block) K H Road, Shanthinagar Bangalore, PIN: 560027 Karnataka, India. Ph No: 080-22969300 Fax No: 080-22969222 Email: cylesh@bmrc.co.in

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SECTION 1: NOTICE INVITING TENDERS (NIT)

NIT No.: …… Date: ……

Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders **(Single stage – Two-cover System)** from eligible Domestic Tenderers, registered in in eprocurement GoK, for the works detailed in the Table below**Tender No.**	**Name of the Works**	**Estimated value of Works (Rs.)**	**Tender Security / EMD (Rs.)**	**Period of completion**
(1)	(2)	(3)	(4)	(5)
BMRCL/IT/LANRO/04/2025	**Selection of Vendor for Supply and Installation of Network Passive Cabling, Backup Solution and Storage Controller**	**66.12 lakhs**	**1,32,000.00**	**6 months**

1. **REGISTRATION**:

a) Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link “Tenderers Registration” on the Karnataka Public Procurement Portal and by paying requisite registration fee.

b) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.

c) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

d) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.

e) Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

f) Tenderers then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPG format.

h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

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2. **SEARCHING FOR TENDERS/BIDS:**
Once the Tenderers have selected the proposal bids/tenders and if they are interested to participate, the Tenderers can pay non-refundable processing fee to Karnataka Public Procurement Portal.

However, the tenderer shall submit such transaction details along with their tender submission on e-Procurement portal. If the same transaction reference number has been submitted for more than one bid, all such bids shall be considered ineligible and summarily rejected.
It will be the responsibility of the Tenderer to check the website and see any Addendum /Corrigendum issued in this tender from time to time and ensure submission of Tender submittals binding

Tender documents consist of the following Sections,

- Section 1 - Notice Inviting Tenders (NIT)
- Section 2 - Instructions to Tenderers (ITT)
- Section 3 - Qualification Information
- Section 4 - Form of Tender (FOT)
- Section 5 - General Conditions of Contract (GCC)
- Section 6 - Special Conditions of Contract (SCC)
- Section 7 - Technical Specifications
- Section 8 - Drawing
- Section 9 - Proforma of Bank Guarantees
- Section 10 - Annexures
- Section 11 - Instructions for completing Pricing Document.

3. Tenders must be accompanied by **Tender Security / Earnest Money Deposit (EMD)** as specified in ITT clause 14, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Security/EMD will have to be in any one of the form of ~~Demand Draft /Pay Order / Banker's Cheque /~~ **Electronic Bank Guarantee (eBG)** or Bank Guarantee, payable & extendable at a designated branch in Bengaluru and shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender).

4. Managing Director, Bangalore Metro Rail Corporation Ltd at the address givenTenders must be submitted electronically through Karnataka Public Procurement Portal /eProcurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

All Tenderers are requested to note that the originals of those documents, as listed under ITT clause 9.2, should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within **5 days** from last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

5. Tenders cannot be submitted online after stipulated time of submission of Tender.

6. Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.

7. 'Qualification cum Technical Package' will be opened as per the latest specified time and date published in the e-Procurement portal.

The Financial Packages of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.

8. The Tenderer shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / client certificates / CA's audit reports set forth in ITT Clause 3.

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Tenderer

9. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

   (a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

   (b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

10. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

11. BMRCL reserves the right to accept or reject any or all Tenders in part or full without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

12. Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

13. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

14. For further clarifications/details, contact: G.S.Cylesh AdGM(IT),BMRCL on +91 9448287997, Fax-+91 080-22969222, E-mail: cylesh@bmrc.co.in

    For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

Managing Director
Bangalore Metro Rail Corporation Limited

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SECTION – 2 : INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites Tenders following **Single stage - Three Cover Tender procedure**, from the eligible Tenderers for " Selection of Vendor for Supply and Installation of Network Passive Cabling in Corporate Office of Bangalore Metro Rail Project " (hereinafter referred to as "the works") as per terms and conditions contained in this Tender documents.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.2 **Tenders from Joint ventures are not accepted.**

2.3 The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during last five (5) years. Also the Tenderer should not have rescinded the Works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure-4.

Note: Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.

3. Qualification of the Tenderer

Tenderers who meet the below specified minimum Qualification Criteria will only be qualified.

3.1 **Tender Capacity:**

Eligible Tenderers will be qualified only if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated as under:

Assessed available Tender capacity = (A x N x 2.5 - B)

Where;

A = Maximum value of works executed in any one year during the last five years (updated to FY 2023-24 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at FY 2023-24 price level, of existing commitments and on-going works to be completed during the next 0.25 year (*period of completion of this work for which tenders are invited*).

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective Employer-in-charge, not below the rank of an Executive Engineer or equivalent.*

3.2 **Work Experience**

3.2.1. Should be authorized partner of the OEM for the last one year.

3.2.2. Should have experience in LAN network implementation, Backup Solution & storage controller.

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3.3 **To qualify for award of this Contract**;

a) Each Tenderer in its name should have achieved in at least two financial years **a minimum financial turnover** as defined in ITT Clause 3.4.1.

b) Tenderer should have successfully completed or substantially completed as a Prime Contractor at least one similar work in "Supply and Installation of Network Passive Cabling, Backup Solution & storage controller during last five (5) years (ending 28 days prior to the last date of submission of tender) of the following:

i. One (01) similar completed work costing not less than the amount equal to fifty percent(50%) of the estimated cost i.e. **33.06 Lakhs**; OR
ii. Two (02) similar completed works costing not less than the amount equal to forty percent (40%) of the estimated cost i.e. **26.45 Lakhs**; OR
iii. Three (03) similar completed works costing not less than the amount equal to thirty percent (30%) of the estimated cost i.e. **19.83 Lakhs**.

3.4 **Financial Capabilities:**

3.4.1 **Average Annual Turnover**

i) In case of single entity:

The Tenderer shall have a minimum average annual turnover of **INR 66.12 Lakhs** from the Works, calculated as total certified payments received from contracts in progress and/or completed within the last five (5) financial years.

ii) JV/Consortium/Sub-Contracting : **Not Allowed**

3.4.2 **Liquidity**

The Tenderer shall demonstrate that it has access to or has available, liquid assets, lines of credit (Banker's certificate) sufficient to meet the cash flow requirements estimated as **INR 22.04 Lakh** for the subject contract.

Note:

1) *The last five (5) financial years shall be the last five (5) financial years ending 31st March, 2024 (i.e. FY 2019-20 to FY 2023-24).*
2) *Banker's certificate shall be issued not earlier than 6 months from the date of submission of tender.*

3.5 All Tenderers shall provide the requested information accurately and in sufficient detail in **Section 3: Qualification Information**.

3.6 Even though the Tenderers meet the Qualification criteria in accordance with ITT Clause 3, they are subject to be disqualified if they have:

1. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
2. record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
3. participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

4. Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

4.2 The Tenderers shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before uploading on e-Procurement portal and submitting his Tender.

B. TENDER DOCUMENTS

5. Content of Tender documents

5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT)
3. Qualification Information
4. Form of Tender
5. General Conditions of Contract (GCC)
6. Special Conditions of Contract (SCC)
7. Technical Specifications
8. Not Used
9. Proforma of Bank Guarantees
10. Annexures
11. Instructions for completing the Pricing document.

5.2 The Tenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender.

6. Clarification of Tender Documents

6.1 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

6.2 The Employer will offer clarification to such queries received through eProcurement portal up to the date specified therein.
Any such queries with details of clarification sought, will be uploaded in the eProcurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

6.3 While all efforts have been made to make the tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

6.4 Pre-bid meeting:

6.3.1 The Tenderer or his authorized representative is invited to attend a Pre-bid meeting held at the Place, date and time indicated in Key Details/ eProcurement Portal .

6.3.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

6.3.3 The Tenderer is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only, in terms of ITT clause 6.1.

6.3.4 Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tender documents

7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an Addenda/Corrigenda.

7.2 Such Addenda/Corrigenda will be uploaded in the eProcurement portal. It will be the responsibility of the Tenderer to frequently check the eProcurement portal for any Addenda/Corrigenda or any other updates issued from time to time and ensure submission of Tender accordingly.

7.3 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the tender submittals.

7.4 The Tenderer is not permitted to make any alteration /modifications to the Tender conditions. No modifications to the specifications, item descriptions, etc. will be entertained.

C. PREPARATION OF TENDERS

8. Language of Tender

8.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

9. Documents comprising the Tender

9.1 The Tender submittals shall comprise the following documents and Tenderer shall upload clear and readable scanned copies of these documents on e-Procurement Portal.

9.1.1 **Qualification cum Technical Package**

a) Earnest Money Deposit (EMD) /Tender Security (in accordance with ITT Clause 14);
b) The Form of Tender (in the format indicated in Section 4);
c) Qualification Information Form and Documents (in accordance with Section 3) and any other submissions as per requirements of Tender Document;

d) Covering Letter stating any other matter in relation to his tender which the Tender considers should be drawn to the particular notice of BMRCL.

and any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

9.1.2 **Financial Package**

a) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal only and **no hardcopy of commercials should be attached or disclosed elsewhere.**
The Tenderer shall fill in and complete the Bill of Quantities in accordance with the 'Instructions for completing the Pricing Document', Section-11.

9.2 **Original Documents (Hardcopy):**

The Tenderer is required to submit the following documents in original (hard copy) with in the time and place mentioned in ITT clause 16.7:

i) Tender Security/Earnest Money Deposit(EMD), as per clause 14,
ii) Notarized Power of Attorney and Board resolution (as applicable) as per ITT clause 15,
iii) Hardcopy of any other documents explicitly required in tender document.

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection.

10. Form of Tender

The Tenderer shall complete the Form of Tender furnished in the Tender documents and submit duly signed and stamped along with the Qualification cum Technical Package. The Tenderer shall submit the priced 'Bill of Quantities' in the financial package.

11. Tender prices

11.1 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the priced 'Bill of Quantities' submitted by the Tenderer.

11.1.1 The quoted price shall be inclusive of all applicable Taxes, Cess and duties under the applicable Acts but **exclusive of SGST & CGST** as specified under GCC Clause 39. The SGST & CGST will be paid as applicable as per law.

11.1.2 The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

11.2 The rates should be written in numerals (in figures and words) only. If the Tenderer indicates anything other than numerals, the Tender will be summarily rejected.

12. Tender Currency

12.1 Prices shall be quoted in Indian Rupees only.

13. Tender validity

13.1 Tenders shall remain valid for a period as specified in 'Appendix to Form of Tender' (Section 4) after the deadline date for Tender submission specified in ITT Clause 17. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Earnest Money Deposit for a period of the extension, and in compliance with ITT Clause 14 in all respects.

14. Earnest Money Deposit (EMD) / Tender Security

14.1 The Tenderer shall furnish, as part of its Tender, interest free Tender Security/ EMD as per eProcurement Portal.

14.2 The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.8.

14.3 The Tenderer shall pay/furnish an EMD (Tender Security) for the value indicated in e-Procurement portal in the following mode:

a) a) online payment through eProcurement Portal,

14.4 The Earnest Money Deposit shall be valid for a period as specified in 'Appendix to Form of Tender' (Section 4) and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

14.5 Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/EMD and non-submission of hardcopy as per ITT clause 16.7 will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

14.6 The Tender Security/EMD of unsuccessful Tenderers will be discharged/ returned upon the Successful Tenderer signing the Contract Agreement in pursuant to ITT clause 29.

14.7 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon signing of the Contract Agreement by the successful Tenderer in pursuant to ITT clause 29 and furnishing the Performance Security pursuant to ITT Clause 30.

14.8 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer:

(i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the 'Form of Tender'; or

(ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:
   (i) To sign the Contract Agreement in accordance with ITT Clause 29; or
   (ii) To furnish performance security in accordance with ITT Clause 30.

14.9 The Tender will be summarily rejected by the Employer in case of:

(i) Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.

(ii) Failure to submit the original Bank Guarantee /EMD to BMRCL office within the date & time specified,

(iii) If EMD(Tender Security) is in the form of Bank Guarantee and is from any source other than an Indian Scheduled Bank and Scheduled foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Scheduled.

(iv) EMD (Tender Security) in the form of Bank guarantee is from a Co-operative bank.

(v) EMD (Tender security) amount is less than the required amount as mentioned in NIT.

(vi) Bank Guarantee's Validity is less than Tender as mentioned in ITT clause 14.5.

In case EMD (Tender Security) is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD Tender Security) within 10 (ten) working days from the date of request. Failing to provide a compliant EMD Tender Security) within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

14.10 In case the Tenderer submits Electronic Bank Guarantee (e-BG), entity Number of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

14.11 If the Tenderer has opted to submit the Tender Guarantee in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the Tender Guarantee envelope.

15. Format and signing of Tender

15.1 The Tenderer shall follow and submit the Tender documents in the respective formats prescribed under Section 9-Proforma.

15.2 The Tender submittals shall be typed or written in indelible ink (wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Tenderer to the contact. Proof of authorization shall accompany the Tender in the form of notarized "Power of Attorney". All pages of the Tender where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Tender.

15.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

15.4 Any individuals signing the Tender or other documents connected therein should specify whether he is signing:

(i) as sole proprietor of the firm or as attorney of the sole proprietor;

(ii) as a partner or partners of the firm;

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(iii) as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Articles of Association.

15.5 The original notarized 'Power of Attorney' or the documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

D. SUBMISSION OF TENDERS

16. Sealing and Marking of Tenders

16.1 All the Tender proposals shall be digitally signed along with the other Qualifying documents and should be submitted Electronically through Karnataka Public Procurement Portal on or before the last date and time for Tender submission as published therein.

16.2 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document /schedule in PDF/JPEG formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the tender document.

16.3 Tenderer should log into the portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e. on or before the last date & time for Tender submission.

16.4 BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

16.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

16.6 The necessary certificates/documents in support of fulfilling Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

16.7 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the original documents listed in ITT clause 9.2 in original (hard copy) by speed post or in person at BMRCL office within 5 days of last date of online Tender submission. Only the tenders submitted & accepted online, the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of acknowledgement from Employer/eProcurement Portal".

The envelop shall bear the following identification:

TENDER NO: …….

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

BMRCL Office Address for submission of hardcopy:

To

Office of Managing Director
Bangalore Metro Rail Corporation Ltd.,
3rd Floor, BMTC Complex (C-Block)
K H Road, Shanthinagar
Bengaluru, PIN: 560027
Karnataka, India.

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

16.8 All tenderers have to submit "unconditional Tenders and without any deviations", together with requisite Tender Security/EMD.

16.9 Telex, Facsimile or Emailed Tenders will be rejected.

16.10 Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents.

16.11 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

17. Deadline for submission of the Tenders

17.1 Tenders must be submitted online through Karnataka Public Procurement Portal (eProcurement Portal) on or before the date and time as specified in the eProcurement Portal and in time submission of tender is the responsibility of the Tenderer. Original Documents (Hard copy) as listed under ITT clause 9.2 shall be submitted in the place, date & time as specified in ITT clause 16.7.

17.2 The Employer may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subjected to the deadline as extended.

18. Late Tenders

18.1 In online e-Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled. Hardcopies received by BMRCL after the deadline for submission as mentioned in ITT clause 16.7 will be rejected.

19. Modification and Withdrawal of Tenders

19.1 Tenderer may notify and correct or upload any relevant document in the portal till Tender submission date and time as published in the e-Procurement Portal.

19.3 No Tender shall be modified subsequent to the deadline for submission of Tenders.

19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause 13.1 above or as extended pursuant to ITT Sub-clause 13.2 may result in the forfeiture of the Earnest Money Deposit pursuant to ITT Clause 14.

E. TENDER OPENING AND EVALUATION

20. Tender opening

20.1 **Qualification Cum Technical Package:**

20.1.1 **Opening of Qualification Cum Technical Package of all Tenderers:**

First, the Employer will open the EMD/Tender Security and verify the Tender Security/EMD.

Further, the Employer will open the 'Qualification Cum Technical Package' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal at the time and date specified in the eProcurement Portal. If Tender Security/EMDs are not in proper form, the 'Qualification Cum Technical Package' will not be opened for such Tenderers.

Interested tenderers of their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenderers will be opened at the appointed time and located on the next working day.

20.1.2 The Tenderers will be examined for the following submittals:

i) Presence of valid Tender Security/EMD
ii) Presence of 'Qualification cum Technical Package' and all enclosures as per ITT clause 9.1 and,
iii) Submission of original documents as per ITT clause 9.2.

20.1.3 The Employer will evaluate and determine whether each Tender

(a) meets the eligibility criteria defined in ITT Clause 2;
(b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 14; and
(c) meets the minimum qualification criteria stipulated in ITT Clause 3.

The Employer will draw out a list of qualified Tenderers.

20.1.4 Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a EMD / Tender Security is fraudulent or unacceptable or non-compliant will be that of the Employer.

20.1.5 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

Tenderers, whose 'Qualification cum Technical Package' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Package' through e-Procurement Portal.

20.2 **Financial Package**

20.2.1 Opening of Financial Package of Qualified Tenderers:

The Financial Package of the tenderers, whose 'Qualification cum Technical package' were found acceptable, will be opened in the presence of those Tenderers of their representatives, who choose to be present and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

20.2.2 The Tenderers' names, the Percentage rate (above or below or at par), the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.2.3 Conditional Tenders are not acceptable and will be summarily rejected.

20.2.4 The Employer shall prepare minutes of the Financial Package opening, including the information disclosed to those present in accordance with ITT Sub-clause 20.2.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tender submittals

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause 24.

22.2 Subject to ITT Sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Not Used

25. Evaluation and comparison of Tenders

BMRCL BANGALORE

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23. No Tender will be considered if complete requirements covered in the schedule is not included in the Tender.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to ITT Sub-clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered.

25.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

25.5 The estimated effect of the price adjustment conditions, under relevant Clause of the General Conditions of Contract, during the implementation of the Contract, will not be taken into account in Tender Evaluation.

25.6 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, subject to condition as specified in Special Conditions of Contract.

F. AWARD OF CONTRACT

26. Award criteria

26.1 Subject to ITT Clause 28, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be:

(a) eligible in accordance with the provisions of ITT Clause 2, and

(b) Qualified in accordance with the provisions of ITT Clause 3.

27. Employer's right to vary Quantities during the Contract

27.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined GCC Clause 34 and the Special Conditions of Contract.

28. Employer's right to accept any Tender and to reject any or all Tenders

28.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer/s or any obligation to inform the affected Tenderer/s of the grounds for the Employer's action. In such a case, EMD shall be released/returned promptly.

28.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding.

29. Notification of award and signing of Agreement

29.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 Unless until a formal agreement is prepared and executed, the tender together with a "Letter of Acceptance" shall constitute a binding contract between both the parties.

29.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of receipt of LOA, the successful Tenderer will sign the Agreement and deliver it to the Employer.

29.4 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge the Earnest Money Deposit, pursuant to ITT Clause 14.

29.5 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

30. Security deposit / Performance Security

30.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 and format given in **Proforma-B of Section-9** for an amount as specified in 'Appendix to Form of Tender' (Section 4).

30.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit.

31. Corrupt or Fraudulent practices

31.1 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL:

(a) defines, for the purposes of this provision, the terms set forth as follows:
   (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
   (ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior

to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed Contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed Contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-clause 47.2 of the General Conditions of Contract.

32. One Tender per Tenderer

Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender (other than as a Subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

33. Not Used

G. PREFERENCE TO MAKE IN INDIA

34. Local Content & Purchase Preference

34.1 **Local Content (LC):**

Minimum "Local Content" (LC) shall be 50% for 'Class-I Local Tenderer' and 20% for 'Class-II Local Tenderer'.

All Tenderers shall certify in their Tender that the Local Content in their Tender. The Tenderer who certify in their Tender that LC is equal to or more than 50% shall be treated as 'Class-I Local Tenderer' and Local Content in their Tender is less than 50% and above 20% will be treated as Class-II Local Tenderer and Tenderer having Minimum Local Content less than 20% shall be treated as 'Non-Local Tenderer'.

Definitions of 'Class-I Local Tenderer', Class-II Local Tenderer' and 'Non-Local Tenderer' are is as mentioned in 'General Conditions of Contract' of this Tender document.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this bid process during the period of the debarment.

34.2 **Verification of 'Local Content' (LC):**

The Tenderer shall submit Self-certification, as per proforma given in 'Annexure-6', that the item/s offered meets the minimum 'local content' and shall give details of the locations(s) at which the local value addition is made as per Table-A & B of 'Attachment to Annexure-6'.

Imported items sourced locally from resellers/distributors are excluded from calculation of local content. Tenderer, shall submit along with tender, the details of imported items sourced locally from resellers/distributors as per Table C of 'Attachment to Annexure-6''.

Tenderers cannot claim themselves as Class-I local Tenderer/Class-II local Tenderer by claiming the services such as Transportation, Insurance, Installation, Testing & Commissioning, Training

and after sales services support like DLP/AMC/CAMC etc., as local value addition as per DPIIT letter No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021

Absence of such certificates in their Tender submittals shall be treated as 'Non-local Tenderer' and shall be disqualified.

34.3 a) Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

b) Tenderers are advised to note the contents of Government of India Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to make in India), with all its latest amendments as on the date of 'Notice Inviting Tender' for further clarification.

c) Tenderers are advised to note that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated 19.07.2024, Ministry of Housing and Urban Affairs letter No K-14011/08/2017/MRTS-Coord Dated 14.10.2020, Ministry of Electronics and Information Technology (MeitY) Electronic Products Notification No. W-43/4/2019-IPHW-MeitY dated 07.09.2020 and Gazette Notification dated 06.03.2024.

d) Tenderers are also advised to note the contents of Government of India Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by the 'Department of Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry, regarding clarification on local content.

e) In case DPIIT's Order no. P-45021/2/2017-PP(BE-II) dated 16.09.2020 is referred in this tender document, the same is superseded by this Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dated 19.07.2024.

34.4 **Purchase Preference**

'Class-I Local Tenderer' shall be eligible for availing Purchase Preference over 'Class-II Local Tenderer' and the Margin of Purchase Preference (MOPP) of 20% shall be given to the "Class-I Local Tenderer'".

'Class-II Local Tenderer' will not get purchase preference.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible for purchase preference for the duration of debarment.

34.4.1 Non-divisible Tendered Work

The Tendered work is not divisible in nature, hence, in terms of clauses 3A(c) and 3A(d) of Public Procurement (Preference to Make in India) Order 2017- Revision dated 19.07.2024, the Contract for the Tendered works shall be awarded as below:

(i) Among all qualified Tenderers, the lowest evaluated Tenderer will be termed as L1. If L1 is from a 'Class-I Local Tenderer', the Contract for the full quantity will be awarded to L1.

(ii) If L1 is not 'Class-I Local Tenderer', the lowest bidder among the 'Class-I Local Tenderer', will be invited to match the L1 price subject to Class-I Local Tenderer's quoted price falling within the margin of purchase preference, and the Contract for the full quantity shall be awarded to such 'Class-I Local Tenderer' subject to matching the L1 price.

(iii) In case such lowest eligible 'Class-I Local Tenderer' fails to match the L1 price, the 'Class-I Local Tenderer' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded for the full quantity accordingly. In case none of the 'Class-I Local Tenderer' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder for the full quantity.

(iv) 'Class-II Local Tenderer' will not get purchase preference in this Tender.

34.4.2 Determination of Contract prices of 'Class-I Local Tenderer' under Purchase Preference:

(a) In the event of Lowest 'Class-I Local Tenderer' agreeing in writing to match the 'Tender Total' of the lowest evaluated Tenderer (L1), in accordance with ITT Clause 34.4.1, the 'Evaluated Tender Total' of 'Class-I Local Tenderer' shall be adjusted to match with the 'Evaluated Tender Total' of the lowest evaluated Tenderer (L1).

(b) Tenderers shall note that the adjustment of price/s under purchase preference shall generally be made as above. However, in any peculiar cases, which do not get covered as per the above stated procedure, the Employer at his discretion shall adopt an appropriate methodology which is beneficial/ advantageous to the Employer for adjustment of prices. The Employer's decision in this regard shall be final and binding on the Tenderer.

(c) Notwithstanding, it shall be ensured that after adjustment, the Tender Total of the Class-I Local Tenderer shall be equal to the Tender Total of lowest evaluated price (L1).

35. Eligible Source Countries of the Tenderer

35.1 Any Tenderer, from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this tender only if the Tenderer is registered with the "Competent Authority".

Further, any Tenderer (including Tenderer from India) having specified 'Transfer of Technology' (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority.

['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].

Note:
Tenderers are advised to note and comply with the contents of Order (Public Procurement No.4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.

35.2 The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country, which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, unless such Contractor is registered with the "Competent Authority".

In this regard, the Tenderer shall provide a certificate as per Proforma given in 'Annexure-7'. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

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SECTION 3: QUALIFICATION INFORMATION

1. The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating the eligibility and qualification of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1	Constitution or legal status of Tenderer	[Attach copy]
	Agency in which Registered (with Registration No.)	…… (Attach Copy)
	Principal place of business:	……

		Financial Year	Total Value of works for the year	Multiplication factor for updation of Value of Work to 2023-24	Total value of Works updated to 2023-24
1.2	Total value of works* executed and payments received year wise in the last five years (in Rs. Lakhs) #	2019-20		1.31	
		2020-21		1.23	
		2021-22		1.14	
		2022-23		1.07	
		2023-24		1.00	

***** Value of work as defined in ITT clause 3

- Attach Certificate from practicing Chartered Accountant

1.3 Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakh)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

……
……

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

……
……

1.4 Work performed as Prime Contractor (in the same name) on works of similar nature during the last five years counted 28 days prior to the date of Tender submission *[with respect to ITT clause 3.4(b)]*.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of Work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

……..
……..

1.5 Reports on the financial standing of the Tenderer, such as profit and loss statements, balance sheet and Auditor's reports for the last five years (Provisional Financial statements are not acceptable);

1.6 Qualification and experience of the key technical and Management personnel in permanent employment with the Tenderer and those that are proposed to be deployed on this Contract, if awarded.

1.7 Not Used.

1.8 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.5: Cash in hand, Letter of Credit, etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the Contract for this work, namely "…… *(name of the work)* ……" is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. …… to meet the working capital requirements for executing the above Contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address: ……

FINANCIAL RESOURCES
(For Liquidity)

1. Specify proposed sources of financing to meet the requirement of liquidity in the form of lines of credit (Banker's Certificate) sufficient for total cash flow demands of the subject works specified.

Financial Resources		
No.	Source of financing from different Banks	Amount (INR equivalent)
1		
2		
3		
4		
5		

BMRCL

2. The tenderer shall provide banker's Certificate issued not earlier than 06 months from the date of submission of Tender as per format provided above.

1.9 Information on litigations in which the Tenderer is involved.

Employer	Other Party(ies)	Details of dispute	Amount involved	Remarks showing present status

……
……

---XXX---

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SECTION 4: FORM OF TENDER

NIT No : ……..

Description of Work: …….

To:
……,
…….(name and complete address of the employer),
……,
Bengaluru, PIN: …….,
Karnataka, India.

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification no …….. dated …….. including any addendum /amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents online through Karnataka Public Procurement Portal, which includes the following for the said work;

a) Tender Security / Earnest Money Deposit (EMD)
b) Qualification cum Technical Package
c) Financial Package.

I/We hereby agree to submit the original documents in hardcopy as stipulated under ITT clause 19.2.

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the 'Bill of Quantities' which are made part of the Financial Package.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender validity period specified in ITT Clause 13 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Dated this ..... day of ..... 20 .....

Yours faithfully,

_____
(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of
"……"

(To be digitally signed, using Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage issued by any Certifying Authority recognized by CCA India), by the authorised signatory of the Tenderer on Tenderer's letter pad).

APPENDIX TO FORM OF TENDER

SALIENT FEATURES OF CONTRACTS (CONTRACT DATA)

1.	Employer's Name & Address	Bangalore Metro Rail Corporation Limited 3rd Floor, BMTC Complex (C-Block) K H Road, Shanthinagar Bangalore, PIN: 560027 Karnataka, India
2.	Warranty / Defects Liability Period (GCC clause 50)	The Warranty/Defects Liability Period shall start from the date of acceptance by the Employer and shall continue until 12 **months** from that date of acceptance as in GCC clause 50.
3.	Validity of Tender (ITT clause 13)	**120 days** from the latest date of submission of Tenders as per ITT clause 13.
4.	Tender Security / Earnest Money Deposit (EMD) (See Clause 14 of ITT)	Earnest Money Deposit (EMD) of **INR 1,32,000.00 (Indian Rupees One Lakhs Thirty two Thousands only)** in the form of Demand Draft /Pay Order / Banker's Cheque or an irrevocable Bank Guarantee / e-Bank Guarantee in favour of the "Bangalore Metro Rail Corporation Ltd", preferably payable & extendable at **Bangalore** as defined in clause 14 of 'Instructions to Tenderers' and shall have to be valid for 45 days beyond the validity of the Tender (i.e. 120+45 = **165 days** from the latest date of submission of Tender).
5.	Contractor's Name & Address with telephone No and e-mail id	*……(To be filled in by the Tenderer) ……*
6.	Submission of queries and pre-bid meeting, date and time of Tender Submission, Tender opening and Place.	• **Last date for submission of queries by Tenderers:** As specified in eProcurement Portal • **Date of Pre-bid meeting:** As specified in eProcurement Portal • **Date for Tender Submission:** As specified in eProcurement Portal • **Date for Tender Opening:** As specified in eProcurement Portal • **Place:** Office of the Managing Director Bangalore Metro Rail Corporation Limited 3rd Floor, BMTC Complex (C-Block) K H Road, Shanthinagar Bangalore, PIN: 560027 Karnataka, India.
7.	The Work consists of	BMRCL has issued this Tender for Selection of Vendor for Supply and Installation of Network Passive Cabling in Corporate Office at BMRCL.
8.	Start Date (Date of commencement of works)	The date of issue of 'Letter of Acceptance' (LOA).

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9.	The Stipulated Completion Date for the whole of the Works	6 Months from the start date.
10.	The following documents also form part of the Contract (See Clause 2.2 of GCC)	(1) Contract Agreement (2) Letter of Acceptance, Notice to Proceed with the works (3) Instruction to Tenderers/ Bidders (4) General Conditions of Contract (5) Special Conditions of Contract (6) Form of Tender / Bid Form (7) Technical Specifications including scope of work (8) Bill of quantities (9) Contractor's Proposals (10) All correspondence between the Tenderer and BMRCL from the date of issue of NIT and the date of issue of the LOA. (11) Any other document forming part of the Contract.
11.	Amount of **Performance Security** (See Clause 25 of GCC)	**10% of the Contract Value in INR.** In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original Contract Price, the Performance Security shall be suitably adjusted at every 6 month at the request of the Employer. The Performance Security shall be in the form of **Demand Draft / Pay Order / Banker's cheque / Electronic Bank Guarantee** or **Bank Guarantee** drawn on and **payable & extendable at a designated branch in Bengaluru.**
12.	Liquidated Damages (See Clause 40 of GCC)	The liquidated damages for the whole of the works are Rs. 6,612 *(usually 0.1% of the Contract Price)* per day. The maximum amount of liquidated damages for the whole of the works is **ten percent (10%)** of final Contract Price.
13.	Program & Methodology (see clause 21 of GCC)	Work Program & Methodology shall be submitted within 15 days of issue of LOA or earlier as required by the Employer/Engineer.
14.	Payment upon Termination – **Computation of additional cost to the Employer** (GCC Clause 47.1)	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be **30 percent**.

15.	**Insurance**		**Sl.No**	**Type of Cover**	**Minimum cover for Insurance[1]**
			(i)	Works and of Plant and materials	The Sum stated in the Agreement plus 20%
			(ii)	Loss or damage to equipment	Full replacement cost
			(iii)	Loss or damage to property	Full replacement cost
			(iv)	Personal injury or death Insurance (a) For Third Party[2]	10% of the Contract Amount.
				(b) For Contractor's Employees or labour.	In accordance with the statutory requirements applicable to Karnataka.

[1] *Employer to specify as per requirement. Exclusions if any should also be specified*

[2] *Specify an appropriate figure as per the latest Govt. Order or guidelines or statutory requirements.*

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SECTION 5 : GENERAL CONDITIONS OF CONTRACT

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SECTION - 5

GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1.1 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a. **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender.

b. The **"Completion Date"** is the date of completion of the whole of the Works certified by the Employer in accordance with Sub Clause 42.1 of GCC.

c. The **"Contract"** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in GCC Clause 2.2.

d. The **"Contractor"** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the Contract.

e. The **"Contractor's Tender"** is the completed Tender document submitted by the Contractor to the Employer.

f. The **"Contract Value"** or **"Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its Contractual obligations.

g. **"Days"** are calendar days; **"months"** are calendar months.

h. A **"Defect"** is any part of the Works not completed in accordance with the Contract.

i. The **"Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.

j. The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer.

k. **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

l. **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

m. **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to construct/ execute the Works.

n. The **"Initial Contract price"** is the Contract Price listed in the Employer's Letter of Acceptance.

o. **"Letter of Acceptance"** means the letter or memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.

p. **"Materials"** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

q. **"Notice to Proceed"** means the notice issued by the Employer to the Contractor to proceed with the works at the site.

r. **"Appendix to Form of Tender"** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.

s. **"Signed"** includes stamped, except in the case of acceptance of Tender or any amendment thereof;

t. **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

u. The **"Start Date"** shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.

v. The **"Stipulated Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.

w. A **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

x. A **"Variation"** is an instruction given by the Employer which varies the Works.

y. **"Works"** means what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data/Description of the work/Technical specifications/Scope of works.

z. "**Plant**" is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

aa. '**Class-I Local Tenderer**' means a Tenderer or service provider, whose goods, services or works offered for procurement meets the minimum local content as prescribed for 'Class-I Local Tenderer' under lTT clause 34.

bb. **'Class-II Local Tenderer'** means a Tenderer or service provider, whose goods, services or works offered for procurement meets the minimum local content as prescribed for 'Class-II local Tenderer' but less than that prescribed for 'Class-I local Tenderer' under ITT clause 34.

cc. Non-local Tenderer' means a Tenderer or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II Local Tenderer' under ITT clause 34.

dd. '**Local Content**' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic in direct taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above:

(a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

(b) The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

(c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/ refurbished/ rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item."

'Rebranding' means relabelling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.

(d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

(e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

The percentage of Local content shall be exclusive of the Services such as transportation, insurance, installation, commissioning, training and after sales services support like DLP/AMC/CAMC etc., in line with OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021.

ee. **'L1'** means the lowest Tender received in this Tendering process as adjudged in the evaluation process as per the Tender.

ff. **'Nodal Ministry'** means the Ministry or Department identified pursuant to this Tender in respect of a particular item of goods or services or works.

gg. '**Procuring Entity**' means 'the Employer" or BMRCL, i.e. Bangalore Metro Rail Corporation Ltd.

2. Interpretation

2.1 In interpreting these General Conditions of Contract and Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless

specifically defined. “Tender” / “Tendering” / “Tenderer” shall also mean “Bid” / “Bidding” / “Bidder”. "Offer" also mean Tender / Bid.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Contract Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Bill of quantities
(4) Technical Specifications
(5) Special Conditions of Contract
(6) General Conditions of Contract

3. Law governing Contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Not Used

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

9.2 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.3 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 **Compliance with Labour Regulations**

9.4.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the

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numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Subcontractors arising from the conduct of the Works; or
b) a cause due solely to the design of the Works, other than the Contractor's design; or
c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Contractor:
   i) could not have reasonably foreseen; or
   ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
      1. prevent loss or damage to physical property from occurring by taking appropriate measures, or
      2. Insure against such loss or damage.

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Not used

14. Contractor to execute the Works

14.1 The Contractor shall execute the Works in accordance with the Specification and drawings.

15. The Works to be completed by the Stipulated Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Stipulated Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Not used

18. Possession of the Site

18.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of site or a part of site is not given by the date stated in the Contract or Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer to access the site.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer, which comply with the applicable laws, where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works within 15 days from the date of issue of LOA or earlier as required by the Employer.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

22. Extension of the stipulated completion date

22.1 The Employer shall extend the stipulated completion date, if a Variation is issued and which makes it impossible for Completion to be achieved by the Stipulated Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Stipulated Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.

23. Delay ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

24. Management meetings

24.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

25. Performance Security / Security Deposit

25.1 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security (including additional security for unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(a) A crossed **Demand Draft / Pay Order / Banker's Cheque** in favour of the "Bangalore Metro Rail Corporation Ltd," from an Indian Scheduled Bank (excluding Cooperative Banks)

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or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, **payable at Bengaluru**.

or

(b) An irrevocable **Electronic Bank Guarantee (eBG) or Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bengaluru in the Form given in Proforma-B of Section 9 to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available in https://tenderb.bmrc.co.in.

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in GCC clause 25.1, the Employer may forfeit the Earnest Money Deposit / Tender Security.

25.2 On the performance and completion of the Contract in all respects the Performance Security will be converted into Guarantee to warrant the Defect Liability obligations of the Contractor. The Performance Security shall be valid up to 6 months beyond the Defects Liability Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The Performance Security will be returned within 3 months after satisfactory completion of Defects Liability Period.

25.3 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer.

The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.

On occurrence of either of the aforesaid events, the Employer shall call upon the Contractor to maintain the amount of the Performance Security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

25.4 The Performance Security shall remain in full force and effect during the period that would be taken for satisfactory performance/ completion of the Works and fulfillment in all respects of the Contract and shall in the first instance be valid until 3 months beyond Defects Liability Period. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six (6) months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

25.5 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended completion of Defects Liability Period. All expenses of this shall be borne by the Contractor.

25.6 The Performance Security and or any amendment thereto shall be executed on a Non Judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

25.7 If the Contractor, having been called upon by the Employer to furnish Performance Security, fails to furnish the same, it shall be lawful for the Employer:

i) to recover from the Contractor, the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the Government or any other person contracting through the Employer or otherwise however, OR

ii) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event, the provisions of clause 46 & 47 shall apply as far as applicable.

26. Insurance

26.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the 'Appendix to Form of Tender':

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

26.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

26.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

26.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

26.5 Both Parties shall comply with any conditions of the insurance policies.

C. Quality Control

27. Identifying defects

27.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

28. Tests

28.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it has a defect, the Contractor shall pay for the test and any samples. If there is no defect, the testing charges shall be borne by the Employer.

29. Correction of Defects

29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

30. Uncorrected defects

30.1. If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any amount due to the Contractor from the Employer including Performance Security.

31. Inspections and Tests

31.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

31.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

31.3 The Employer's right to inspect test and where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

31.4 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.

32. Acceptance Certificates:

On successful completion of acceptability test, receipt of deliverables etc, and after the Employer is satisfied with the completion of the Works, the Acceptance Certificate signed by the Contractor and the representative of the Employer will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the Works & will be considered as Go Live.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction/Works including installation, testing, and commissioning work (if any) to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation.

If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of;

i) value of the quantities of the items in the BOQ completed and
ii) Valuation of Variations.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay liquidated damages for shortfall in progress.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Not Used

39. Taxes & Duties

39.1 The Contract Price quoted by the Contractor shall be in accordance with the Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at source as per applicable law.

40. Liquidated damages

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41. Cost of repairs

41.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

42. Completion

42.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

43. Taking over

43.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

44. Final Bill / Account

44.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's final bill / account, if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Bill / Account is still unsatisfactory after

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it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised Final Bill / Account.

45. "Operating and Maintenance Manuals"

45.1 Where "as built" / "Completion" Drawings and /or "Operating and Maintenance Manuals" are required, the Contractor shall supply them by the dates stated in the 'Appendix to Form of Tender'.

45.2 If the Contractor does not supply "Operating and Maintenance Manuals" by the dates stated in the 'Appendix to Form of Tender', or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the 'Appendix to Form of Tender' from payments due to the Contractor.

46. Termination

46.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

46.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within thirty (30) days of receipt of Notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing;

(d) the Contractor does not maintain safety and security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the 'Appendix to Form of Tender'; and

(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph:

(i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

46.3 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 46.2 above, the Employer shall decide whether the breach is fundamental or not.

46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

47. Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

47.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

48. Property

48.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

49. Release from performance

49.1. If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. OTHERS

50. Warranty / Defects Liability Period

50.1 The Contractor warrants that all Works executed under this Contract shall have no defect arising from materials or workmanship (except when the material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

50.2 This Warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:

a) make such changes, modifications, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further Performance Tests in accordance to Special Conditions of Contract/Technical Specification; OR

b) pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as per GCC clause 40 or respective Special Conditions of Contract or as specified in the Technical Specifications.

50.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.

50.4 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Works or parts thereof, free of cost at the ultimate destination. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period from the date of replacement/repair/renewal.

50.5 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

51. Force Majeure

51.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

51.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

51.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

52. Procedure for Resolution of Disputes

52.1 The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.

52.2 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

52.3 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

52.4 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

53. Patent Rights

53.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

54. Limitation of Liability

54.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 53,

a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective works / equipment.

55. Governing Language

55.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

56. The Courts of Jurisdiction

56.1 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bengaluru, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

57. Notices

57.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

58. Use of Contract Documents and Information; Inspection and Audit by the Government

58.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

58.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.

58.3 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

58.4 The Contractor shall permit BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the BMRCL, if so required by BMRCL.

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SECTION 6: SPECIAL CONDITIONS OF CONTRACT

1. General

The following Special Conditions shall be read in conjunction with the Section 5: General Conditions of Contract including Amendments/ Corrigendum thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

2. Access to the Site (GCC Clause 19)

Security and Passes:

2.1 Contractor's attention is invited to condition that, he shall employ only Indian Nationals after verifying their antecedent and loyalty. The Contractor shall, maintain list of his agents, employees and work people concerned and shall satisfy the Engineer as to the bonafides of such people, and submit to the Engineer / Employer on demand.

2.2 The Employer shall at his discretion have the right to issue passes as per rules and regulations of the installation, area in force to control the admission of the Contractor, his agents employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer or the authorities concerned and, in any case on completion of work.

2.3 The Contractor and his agents, employees and workers shall observe all the Rules promulgated by the authority controlling the installation area in which the work is to be carried out. e.g. Prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific route, observing specified timing, etc., nothing extra shall be admissible for any man hours, etc., lost on this account.

2.4 **Conditions of working in restricted area:**

Work under this Contract lies in restricted area.

2.4.1 **Visit to site within the restricted area**

Permission to enter the restricted areas at the time of submission of Tenders can be obtained through the Employer or his authorized Representative. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by Employer to secure admission. Whether a Tenderer visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area.

2.4.2 **Entry/Exit**

The Contractor, his agents/representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only such gate or gates and such times as the employer or authorities in charge of the restricted areas may at their sole discretion permit to be used. The Contractor's authorized representatives are required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of restricted areas.

2.4.3 **Identity Cards or Passes**

The Contractor, his agents and representatives are required individually to be in possession of an identity Card or Pass duly verified by the Employer or his authorized Representative. The identity card or pass will be examined by the Security Staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

2.4.4 **Identity of Workmen**

(i) Every workman shall be in possession of an identity card. The Identity Card will be issued after thorough investigation of the antecedents of the labourers by the Contractors and attested by Officer-in-Charge of the unit concerned in accordance with the Standing Rules and regulations of the units.

(ii) Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

2.4.5 **Search**

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area.

2.4.6 **Working Hours**[3]

The LAN work should be carried out after working hours of BMRCL Corporate Office

2.4.7

The Contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the BMRCL to carry out their part the work, if any, under separate arrangements.

2.4.8 **Electric Supply**

Electricity shall be provided on chargeable basis considering the unit rate charged by BESCOM to BMRCL (i.e. based on the prevailing rate/s of BESCOM), if available and feasible. Otherwise, the Contractor shall make his own arrangements at his own cost, for Electrical Power and gas required for his works. Work shall not be delayed for non availability of electricity/gas.

2.4.9 **Emergency Works**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.

[3] *The Working Hours and the following details or any other details considered essential for clear information of the Tender may be broadly indicated:*

1. *Is the Work area a prohibited, controlled & restricted area?*
2. *Whether 'Permission to Work' (PTW) is required?*
3. *Hours of the day, when the Contractor is having access to the site?*
4. *Whether any restrictions on logistics of Contractor's materials for transporting to & from the site?*
5. *Whether any non-working days to be observed for the work area?*

……

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3. Variations (GCC Clause 34)

Total variation under the Contract shall be limited to ± 25% of the Total Original Value of the Contract.

4. Payments for Variations (GCC Clause 35)

Payments for variations shall be made in accordance to GCC Clause 35.

5. Taxes and Duties (GCC Clause 39)

5.1 The Contract price shall be inclusive of all applicable Taxes, Cess and duties under the applicable Acts but exclusive of SGST & CGST. The SGST & CGST will be paid as applicable as per law.

5.2 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

5.3 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

5.4 The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.

5.5 The Contractor shall maintain complete records of duties, other taxes and levies, etc; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

5.6 Any increase in SGST & CGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time". However, this shall not be applicable for "Variations".

6. Termination (GCC Clause 46)

6.1 The Fundamental breach of the Contract shall also include that "the Contractor has contravened SCC Clause 3 (Subcontracting) and GCC Clause 9 (Personnel).

6.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 46, the Employer;

(i) shall forfeit the performance Security, and

(ii) may carry out the Works, upon such terms and in such manner as it deems appropriate, Works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

7. Procedure for Resolution of Disputes (GCC Clause 52)

Arbitration:
The procedure for arbitration shall be as follows:

7.1 In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act, 1996 and its latest amendments. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, a request may be made by BMRCL to the High Court of Karnataka to take necessary measure for appointment of the Sole Arbitrator.

7.2 Arbitration proceedings shall be held at Bengaluru, Karnataka, India.

7.3 The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

7.4 Performance under the Contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

8. Notices (GCC Clause 57)
For the purpose of all notices, the following shall be the address of the Employer and Contractor.

Employer:

Bangalore Metro Rail Corporation Limited
3rd Floor, BMTC Complex (C-Block),
K.H.Road, Shanthinagar,
Bangalore, PIN 560 027
Karnataka, India

Contractor:

…….
(To be filled in after the award of Contract).

9. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause 58)

9.1 **Security of Classified Documents:**
The Contractor shall not communicate any classified information regarding work to others without prior approval of Engineer. The Contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of Contract. The Contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

10. Protection of Environment (New Clause)

10.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from

pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the Contract, the Contractor and his Subcontractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

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SECTION 7 – TECHNICAL SPECIFICATIONS

Abbreviations

- LAN : Local Area Network
- OEM: Original Equipment Manufacturer
- O&M: Operations & Maintenance
- EMS: Enterprise Management Suite
- NMS: Network Monitoring System
- EMD: Earnest Money Deposit
- PBG: Performance Bank Guarantee
- SLA: Service Level Agreement
- FAT: Final Acceptance Test
- TPA: Third Party Agency
- SoW: Scope of Work
- QP: Quarterly Payment

Section I: Introduction

1.1. LAN network

The BMRCL invites competitive e-tenders from System Integrator's, who are authorized partners of reputed OEMs, for the Supply and Installation of the following:

1.2. Section II: Scope of Work

Network Passive Cabling

The scope of work for this project involves the supply, installation, testing, and certification of a comprehensive Network Passive Cabling System to support the organization's data and communication infrastructure. The goal is to implement a high-quality, scalable, and standards-compliant cabling solution capable of supporting current and future network demands.

Key Activities:

1. **Site Survey and Assessment:**
   - Conduct a detailed site survey to evaluate the existing infrastructure and identify the cabling requirements.
   - Prepare detailed site plans and a structured cabling layout, considering optimal cable pathways and rack placements.
2. **Design of Cabling System:**
   - Design a structured cabling solution that adheres to industry standards and supports high-speed Ethernet protocols (Cat6a or Fiber optics).
   - Ensure scalability and flexibility in the design to allow for future network expansion or reconfigurations.
   - Define the necessary components, including copper and Fiber optic cables, patch panels, racks, faceplates, and related accessories.
3. **Supply of Materials:**
   - Provide all necessary cabling materials, including:

1. Copper Cables (Category 6a or higher).
2. Fiber Optic Cables (Single-mode and/or multi-mode).
3. Patch panels, connectors, and faceplates.
4. Cable trays, conduits, and raceways for routing cables.
5. Racks and cabinets for proper cable management.

   - Ensure all components meet relevant industry standards and are certified for performance and quality.
4. **Installation and Cabling Work:**
   - Installation of horizontal and vertical cabling runs, including cable pulling, labelling, and routing through conduits, raceways, and cable trays.
   - Termination of cables at patch panels, outlets, and connectors in both telecommunications rooms and workstations.
   - Proper grounding and bonding of cabling infrastructure to minimize interference and ensure system safety.
   - Adherence to structured cabling best practices to ensure optimal network performance and futureproofing.
5. **Testing and Certification:**
   - Conduct comprehensive testing of all installed cables, including copper and fibre optics, using industry-approved testing equipment (e.g., Fluke or similar).
   - Test for performance parameters such as attenuation, signal loss, return loss, and crosstalk to ensure compliance with design specifications.
   - Certify all installed cables to meet industry standards, providing detailed test reports for records.

6. **Labeling:**
- Provide clear labeling for all cables, patch panels, outlets, and racks for ease of identification and troubleshooting.
7. **Project Management and Coordination:**
- Provide a dedicated project manager to oversee the installation process, ensuring the project is completed on time and within budget.
- Coordinate with other contractors, facility management, and IT teams to minimize disruptions to ongoing operations.
- Ensure proper health and safety protocols are followed throughout the installation process.
8. **Training and Support:**
- Provide basic training to internal IT staff on cabling system management, including patching and troubleshooting.
- Offer post-installation support and maintenance services, including warranties on materials.

Deliverables:
- Complete installation of the structured cabling system across all specified locations.
- Certified test results and as-built documentation for all installed cables.
- Properly labelled cabling infrastructure and network racks.
- Training sessions and post-installation support for the organization's technical team.

Backup Solution

The scope of work for this project includes the design, supply, installation, configuration, and testing of a comprehensive **Backup Solution** to ensure the secure and efficient protection of the organization's critical data. The solution should provide reliable data backup, recovery, and disaster recovery capabilities for all key systems and environments.

Key Activities:

1. **Assessment and Planning:**
   - Conduct a thorough assessment of the existing IT infrastructure, including endpoints, servers, database and virtual machines to determine backup requirements.
   - Identify critical data, applications, and systems that require backup, and define appropriate backup schedules and retention policies based on the organization's Recovery Point Objectives (RPOs) and Recovery Time Objectives (RTOs) by discussing with BMRCL Team.
   - Create a comprehensive backup and recovery strategy, including disaster recovery planning for business continuity.
2. **Design of Backup Solution:**
   - Design a backup architecture that includes on-premises solutions tailored to the organization's needs.
   - Ensure the solution supports multiple platforms and environments (e.g., physical, virtual, and cloud workloads) and offers scalable storage options for future data growth.
   - Incorporate advanced features like compression, encryption, and backup automation for efficient data storage and security.
3. **Supply of Backup Solution Components:**
   - Backup management software with centralized control and reporting capabilities.
4. **Installation and Configuration:**
   - Install configure the backup management software, integrating it with the organization's IT infrastructure.
   - Set up backup jobs for all identified systems and applications, ensuring automated backups as per the defined schedules and policies.
   - Configure disaster recovery features such as snapshot replication to ensure data

redundancy.
    - The hardware for installing the Backup management software will be provided by BMRCL Team. The bidder to share the details of the required hardware and software prerequisites.
5. **Testing and Validation:**
    - Perform initial full backups of all critical systems to validate the solution's effectiveness.
    - Test disaster recovery scenarios, including full system restores, to verify the robustness of the backup solution.
6. **Security:**
    - Configure role-based access controls (RBAC)
7. **Reporting:**
    - Set up automated reports and alerts for backup statuses, failures, and storage usage to keep IT administrators informed.
8. **Training and Knowledge Transfer:**
    - Provide training to the organization's IT staff on managing the backup solution, including creating, monitoring, and restoring backups.
9. **Ongoing Support and Maintenance:**
    - Provide post-installation support, including software updates, troubleshooting, and technical assistance.

Deliverables:

- Deployment and configuration of the backup solution.
- Training sessions for IT personnel on backup management and recovery.
- Post-installation support for maintenance and troubleshooting.

3.3 Rackmount Network Attached Storage

The scope of work for this project involves the design, supply, installation, configuration, and testing of a Rackmount Network-Attached Storage (NAS) solution to meet the organization's centralized storage, data sharing, and data protection needs. The NAS solution should provide high-performance, scalable, and secure storage for the organization's critical data, applications, and workloads.

Key Activities:

1. **Supply of Rackmount NAS**
    - Provide the Rackmount NAS units as per the Technical Specifications.
2. **Installation and Configuration:**
    - Rackmount the NAS devices in the organization's data center and connect them to the network.
    - Configure storage volumes and RAID levels according to the organization's requirement.
3. **Training and Knowledge Transfer:**
    - Conduct training sessions for IT staff on managing the NAS system
4. **Post-Installation Support and Maintenance:**
    - Offer maintenance services and regular firmware updates to ensure optimal system performance and security.

Deliverables:

- Install, Configure and test the NAS system with the specified storage capacity and performance.
- Training sessions for IT personnel on system management and data security.
- Post-installation support and maintenance services with clearly defined SLAs.

The bidder needs to provide following deliverables in accordance with the Implementation Timelines.

S/N	Deliverables	Activity
1.	Kick-off meeting	• Project Plan
2.	Delivery of Components	• Hardware warranty certificate
3.	Installation & Commissioning	• Solution architecture documents • Logical and physical design • Completion of UAT and closure of observations • Integration Testing Report
4.	FAT	• Successful implementation of LAN solution specifications and functional requirements as mentioned in this RFP

The invitation to bid is open to all Bidders who qualify the eligibility criteria & mandatory conditions as given below:

S.No	Specific Terms & Conditions	Compliance
1	The bidder must submit proposed OEM MAF for the following, 1. Passive Materials, 2. NAS Controller, 3. Back Up Software – as per the Annexure - II (Enclosed in this Tender document).	
2	The Passive cabling must include all the accessories required to complete the work as per industry standards meeting the Technical Specifications mentioned in Annexure – III - In OEM Letterhead.	
3	The proposed Back-Up Solution and NAS Controller meeting the detailed Technical Specifications in the Annexure -IV and Annexure- V respectively - In OEM Letterhead.	
4	The Bidder must visit the site and understand to bid the appropriate solution, as a part of this process Bidder must get the Annexure-VI duly filled and signed by the BMRCL Authorities. The signed in Annexure -VI document to be uploaded along with other technical documents to be technically qualified.	
5	Proof-Of-Concept (POC) may have to be demonstrated to show the functionality and capabilities of the devices quoted, if required. Timelines for the same would be 1 week from the date of bidding.	
6	The solution should include Warranty and TAC support for all the hardware and software components for minimum of 3 Years. Declaration in OEM letterhead must be submitted.	
7	The Bidder must have an office in Bangalore with support team of qualified engineers to cater to support requirements of the proposed solution. The bidder must upload the Form - C / Registration certificate of establishment of the Bangalore office.	
8	The Bidder must submit a detailed Bill of materials to successfully execute the project as per the RFP requirements & Technical Specifications along with proposed solution document.	
9	The Bidder must perform the Fluke test proving the network is working fine and necessary documents and certificate to be provided and submitted.	

1.1. Bill Of Material

The tenderer is intended to procure to full fill the functional requirement mentioned under this RFP.

S.No.	Description	UoM	Qty.
1			
2			
3			
4			
5			

Section III: Technical Specification

Technical Compliance - Network Passive Components

Technical Specifications for CAT6 UTP INFORMATION OUTLET RJ45 KEYSTONE JACK			
Sr. No	**Details**	**Compliance (YES/NO)**	**Remarks**
1	Category 6 Keystone 50 Micron Gold Plating Suitable for 23~24 AWG Solid Copper Wire, Easy For Termination and Compliant to T568A and T568B Wiring Schemes,		
2	Efficient design IDC terminals to punch/terminate cables with standard punch down tool in 180 degree style.		
3	Wiring cap with strain relief function for better holding of terminated/punched cable wires.		
4	Fast, Easy, Reliable Termination		
5	Reliable IDC contacts with color coding for better contact resistance and transmission		
6	Easy snap-in and out in wall plates and patch panels.		
7	Backward compatible with both RJ11/RJ12 Plug		
8	Available in Three colour : White , Blue , Yellow		
9	**Physical Specification:**		
9.1	Housing : High impact flame retardant plastic, Polycarbonate UL 94V-0 rated		
9.2	PCB : FR4, 1.2mm Thickness		
9.3	Jack Wire Terminals: 0.35mm Phosphor bronze base with nickel plating		
9.4	IDC Terminals: Insulation displacement connector: Phosphor bronze base, Tin Plated 100µ		
9.5	(IDC) Accept #23~24 AWG solid copper wire		
10	**Electrical Specification:**		
10.1	Current Rating : 1.5 Amps		
10.2	Insulation Resistance : 500 MΩ		
10.3	Contact Resistance **: ≤** 10 mΩ		

10.4	DC Resistance : ≤ 0.1 Ω		
10.5	DC/AC Volt Endurance : DC 1000V/AC 750V 1 Min		
11	**Mechanical Specification:**		
11.1	Plug Insertion Life : 750 Cycles minimum using FCC-approved plug		
11.2	Plug & Jack Contact Force :100 Grams minimum using FCC-approved plug		
11.3	Plug Retention Force : 11.0 lbf minimum		
11.4	Durability : 200 Termination cycles		
11.5	Storage Temperature : -40°F to 150°F (-40°C to 68°C)		
	Operating Temperature : -10°C to 60°C		
12	**Standard Verification:**		
12.1	Qualified unscreened Class E/Cat.6.		
12.2	Channel ANSI/TIA-568-C.2		
12.3	IEC 60603-7 Edition		
12.4	ISO/IEC 11801 2.2 Edition		
12.5	RoHS Compliant		
12.6	UL Listed		

Technical Specifications for FACE PLATE SHUTTERED TYPE			
Sr. No	**Details**	**Compliance (YES/NO)**	**Remarks**
1	Dual Face Plate Square (86 x 86mm) x 12 mm		
2	One Piece design : Mounting Frame with screw caps, Screw Size : M4 x 25mm		
3	Shutter on Face Plate for closing ports to prevent from dust entry		
4	Port labeling with paper label and transparent plastic window to hold paper label		
5	Ease in snap in and out of RJ45 keystone connector,		
6	Cover Material : ABS-UL94-V2,		
	Base Material : ABS-UL94-V2,		
	Dust Cover Material : ABS-UL94-V2		
7	Plug Retention Force : 14Kgf (140N)		
8	Supports UTP and STP Jacks Cat5e, Cat6 and Cat6A		
9	Suitable for 86 x 86 mm Square type Back box		
10	Installation Temperature: -20°C to +70°C Operating Temperature: -20°C to +70°C		
11	Standards : ANSI/TIA-568-C.2, ISO/IEC 11801:2002 AMMD.2:2010, ISO/IEC 60603-7 Compliant, RoHS Directive 2002/95/EC/Compliant		

Technical Specifications for SOLID CABLE CATEGORY 6 UTP FR-PVC			
Sr. No	**Details**	**Compliance (YES/NO)**	**Remarks**
1	The 4 pair Unshielded Twisted Pair cable shall be ULÒ Listed and Performance verified up to 600 MHZ.		
2	This cable well exceeds the requirements of ANSI/TIA-568.2-D and ISO/IEC 11801-1 CATEGORY 6		
3	Nominal Outer Diameter of Cable should be 6.0 ± 0.4 mm and 23 AWG, Solid bare copper		
4	Construction: 4 twisted pairs separated by internal PE Cross Separator. Full separator. Half shall not be accepted. Rip Cord is must.		
5	Conductor: Solid bare Copper, Outer jacket sheath: FRPVC with UL approved CM rated cable. Jacket color: Grey		
6	Insulation Material: High Density Polyethylene (HDPE)		
7	Dielectric Strength of cable should be 2.5 KVDC for 2 seconds		
8	Bending Radius : < 4X Cable Diameter at -20°C ± 1°C Pulling Force: 25.35 lbs		
9	Electrical Parameters: Insertion loss (Attenuation), NEXT, PSNEXT, ELFEXT (ACRF), PSELFEXT (PSACRF), Return Loss, ACR and PS ACR.		
10	Insertion Loss of 32.8 db/100m at 250 MHz		
	Insertion Loss of 46.0 db/100m at 500 MHz		
	Insertion Loss of 51.0 db/100m at 600 MHz		
11	Cable should support operating temperature from -20° to +70°C		
12	Cable support Conductor Resistance ≤ 9.38 Ω/100m Max.		
13	Mutual Capacitance of cable should be < 5.6 nF/100m Max.		
14	Resistance Unbalance of cable should be 5% Max.		
15	Capacitance Unbalance of cable should Max. 330 pF/100m		
16	Cable support Delay Skew: < 45 ns/100m, Operating Voltage: 72V		
17	Nominal Voltage of Propagation (NVP): 69% and Current Rating: 1.5 A Max.		
18	Impedance: 100 ± 15 Ω @100 MHz and Propagation Delay @250 MHz : 536 ns/100m		
19	ETL VERIFIED TO ANSI/TIA-568.2-D AND ISO/IEC 11801-1 CATEGORY 6 250 MHZ, Printed sequential length counter of each meter on outer jacket, ROHS Compliant		
20	Category 6 UTP cables shall Support Gigabit Ethernet (1000 base T) standard and Performance verified up to 600 MHZ		
21	Availability of test reports to prove conformity of the Specification from Central Govt. Lab/NABL accredited Lab/ILAC accredited Lab. Test report number and date - Must declare. Agreed to furnish all the test reports and certificates to the buyer on demand		

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Technical Specifications for CAT6 UTP PATCHCORD			
Sr. No	**Details**	**Compliance (YES/NO)**	**Remarks**
1	Category 6 patch cords with four pair twisted stranded copper wire cable terminated with RJ45 modular plugs at both the ends.		
2	Patch Cords 100% factory tested for better quality and suitable for the high-speed data transmission.		
3	Complies with ETL Verified 4-Connector Channel to ANSI/TIA-568.2-D Category 6 and ISO/IEC 11801-1 Class E, RoHS compliant. Supports Data Networks Speeds Up to 10/100-Base-T and 1000-Base-T.		
4	Patch cord with LSZH jacket to reduced toxic/corrosive gasses emitted during combustion.		
5	Transparent modular plugs with transparent slip-on boot and cable assemblies		
6	T568B wiring scheme crimped at both connector ends.		
7	Grey colors and different length 1Mtr & 2 Mtr (Refer the BOM)		
8	Patch cord conductor: 24 AWG, Stranded copper wires, Insulation : HDPE		
9	Connector Plug: 30µ'' Gold plated contact, Phosphor Bronze base material		
10	Jacket Diameter : 5.8 ± 0.1mm		
11	Plug Insertion/Extraction Life: 750 Cycles min. using FCC approved plug		
12	Plug & Jack Contact Force : 100 Grams min. using FCC approved plug		
13	Plug Retention Force : 11 lbf min.		
14	Current Rating: 1.5 amps, Voltage Rating: 72 Vdc max.		
14	Insulation Resistance : 500MΩ min, Contact Resistance : 20mΩ max, DC Resistance: 0.1Ω max.		
15	ETL Verified 4 connector channel performance upto 250 MHz		
16	Operating Temperature : -20 °C to +70° C Installation Temperature : -20 °C to +70° C		

Technical Specifications for CAT6 UTP PATCH PANEL WITH TOOL RJ45 KEYSTONE JACK			
Sr. No	**Details**	**Compliance (YES/NO)**	**Remarks**
1	Category 6 patch panel with two piece structure, 24 port panel frame and Cable management frame. Cold Rolled Steel material powder coated to black colour. Plastic bezel 6 x 4 format with port label identification on each port		
2	Compatible with Standard 1U 19 inch rack mounted.		
3	Loaded with 24 no's individual RJ45 keystone jacks		

4	Category 6 Keystone 30 Micron Gold Plating Suitable for 23~24 AWG Solid Copper Wire, Easy For Termination and Compliant to T568A and T568B Wiring Schemes,		
5	Efficient design IDC terminals to punch/terminate cables with standard punch down tool		
6	Wiring cap with strain relief function for better holding of terminated/punched cable wires.		
7	Fast, Easy, Reliable Termination		
8	Reliable IDC contacts with color coding for better contact resistance and transmission		
9	Spring operated in-built collapsible shutter to prevent from entry of dust		
10	Backward compatible with both RJ11/RJ12 Plug		
11	**Physical Specification:**		
11.1	Plastic parts : High impact flame retardant plastic, Polycarbonate UL 94V-0 rated		
11.2	Panel frame and Cable management: SPCC graded cold rolled steel powder coated to black colour		
11.3	PCB : FR4, 1.2mm Thickness		
11.4	Jack Wire Terminals: Phosphor bronze base, gold over nickel plating		
	Gold Plating : 30µ, Nickel Plating Base(Ni) : 40µ~80µ		
115	IDC Terminals: Insulation displacement connector: Phosphor bronze base, Tin Plated 100µ		
11.6	(IDC) Accept #23~24 AWG solid copper wire		
11.7	Panel Size: 483mm x 134mm x 44.3mm (LxWxH)		
11.8	Numbered port paper labeling with transparent window cover for the label.		
12	**Electrical Specification:**		
12.1	Current Rating : 1.5 Amps		
12.2	Insulation Resistance : 500 MΩ minimum		
12.3	Contact Resistance : 10 mΩ maximum		
12.4	DC Resistance : 0.1 Ω maximum		
12.5	DC 1000V/AC 750V for 1 min.		
13	**Mechanical Specification:**		
13.1	Plug Insertion Life : 750 Cycles minimum using FCC-approved plug		
13.2	Plug & Jack Contact Force :100 Grams minimum using FCC-approved plug		
13.3	Plug Retention Force : 11.0 lbf minimum		
13.4	Durability : 200 Termination cycles		
13.5	Storage Temperature : -40°F to 150°F (-40°C to 68°C)		
	Operating Temperature : -10°C to 60°C		
14	**Standard Verification:**		
14.1	Qualified unscreened Class E/Cat.6.		
14.2	Channel ANSI/TIA-568-C.2		
14.3	IEC 60603-7-4 2nd Edition		

14.4	ISO/IEC 11801 2.2 Edition		
14.5	RoHS Directive 2002/95/EC/Compliant		
14.6	UL Listed		

Technical Specifications for SURFACE MOUNT BOX(SMB)			
Sr. No	**Details**	**Compliance (YES/NO)**	**Remarks**
1	Should have Robust and installer friendly design Surface Mount Boxes for Face Plates for a variety of media including voice and data, Audio, video and CATV distribution to the work area.		
2	Should secure and protect wire with durable wall box		
3	Material : ABS		
4	Size: 79.54 x 79.54 x 41mm (Length x Breadth x Depth)		
5	Color : White		

Technical Compliance - Backup Solution

Technical Specifications - Backup Solution			
Sr.No.	**Details**	**Compliance Yes/No**	**Remarks**
1	The proposed backup solution should be available in a single management console on various OS platforms such as Windows, Linux and MAC		
2	The proposed backup solution shall have same GUI across heterogeneous platforms to ensure easy administration.		
3	The proposed backup solution has in-built frequency and calendar-based scheduling system.		
4	The proposed backup solution should be certified “hot-online” backup solution for different type of Enterprise databases and applications. It should have a supported integration minimum with latest versions of MSSQL Database, Oracle Database. Application aware backup license should not be separate from base agent license.		
5	The proposed backup solution shall also support granular recovery for VMware , Exchange server, Share point. For Virtual environment VM license should be unlimited including application aware backup.		
6	The proposed backup solution shall also support SAN backup		

7	The proposed backup solution shall also support NAS backup		
8	The proposed backup software should give the option to allow de duplication to be done either on the Application Server or on the Backup Server or at the Target Device.		
9	The backup software should support backup to cloud. Vendor Cloud or any 3rd party cloud like AWS, Azure, Google etc..		
10	The proposed backup solution shall support synthetic full backup / Virtual full backups.		
11	The proposed backup solution shall be able to copy data across firewall.		
12	The proposed backup solution shall support for write protect or restore protect on file level or folder level..etc		
13	The proposed backup solution shall support File and Folder level backup & restore feature		
14	The proposed backup solution shall support file name or folder name or host name wise sort		
15	The proposed backup solution must support at least AES 256-bit encryption capabilities. Encryption should be at both level like in transit and Storage		
16	The backup software should support missed job execution		
17	The Backup software should be able to recover only critical volumes and later restore other volumes that were backed up in separate sessions.		
18	The backup software should support the Cold replication functionality		
19	The proposed backup solution must support monitoring & reporting methods while backing-up and restoring		
20	The proposed solution must work in backup from Physical image to Virtual image or vice versa		
21	The proposed solution must work with both AD and workgroup systems for client backups		
22	Compressed mechanism for security like 128bit or mentioned if any other		

23	The proposed solution must work with Backup policies pertaining to retention period definition as per organization policies		
24	The proposed solution should have inbuilt Anti Ransomware protection for live system as well as backed up data and map drive for endpoints. Also, it should be capable to revert any ransomware infected file to original stage		
25	The proposed solution should have inbuilt Crypto mining protection for live system.		
26	Proposed solution should have Secure backup data replication with variable-length encryption at the source, along with compression and encryption to ensure that backups are optimized for WAN transmission. This should be ensured without need of any other 3rd party WAN Accelerator requirements.		
27	The proposed solution should not replicate entire storage or backed up data. It should have provision to select specific date for off host backup processing.		
28	The Proposed Solution have hybrid deployment model on-premises & cloud deployment		
29	The proposed solution should be able to provide single dashboard view across multiple management servers		

12.5 Annexure - V Technical Compliance - Rackmount Network Attached Storage

Technical Specifications - Rackmount Network Attached Storage			
Hardware Specification	**Details**	**Compliance** **Yes/No**	**Remarks**
CPU	The CPU should be latest model launched after Q2 2020		
Processor	Should be Quad Core 64-bit ARM processor with minimum of 1.6GhZ		
NVMe SSD caching	should have minimum Dual 256GB M.2 NVMe for cache acceleration with should have high endurance of 500TB Total byte written		

Memory	The NAS should have minimum 4GB DDR4 RAM on board which should be scalable up to 16GB maximum.		
Flash Memory	The NAS should have minimum 512MB of Flash memory with Dual boot OS protection		
Drive bay	The NAS should be hot swappable with minimum of 12 slots support both 3.5" and 2.5" SATA HDD and SSD		
Data Storage	The NAS should have minimum of 140TB total storage using SATA Enterprise drives and five HDD trays slots free for future expansion.		
I/O Connections	The NAS should have minimum of Dual 2.5Gbe Ports on board which should be backward compatible with 2.5G/1G/100M/10M		
	The NAS should have minimum of Dual 10G Fibre Ports on board		
	The NAS should have single PCIe slot for network expansion or storage expansion		
	The NAS Should have Quad USB 3.2 Gen 1 port on board		
LED Indicators	HDD 1-12, Status, LAN, storage expansion port status		
Power supply	The NAS should have redundant power supply		
Form Factor	2U Rackmount		
Warranty & Support	3 Years warranty		
Software Specification			
OS	Linux		
Supported File Systems	Internal hard drive (EXT4)		
	External hard drive (EXT3, EXT4, NTFS, FAT32, HFS+, and exFAT)		
Supported Client Operating Systems	Apple Mac OS 10.7 or later, Linux and UNIX, Microsoft Windows 7, 8, and 10 Microsoft Windows Server 2003, 2008 R2, 2012, 2012 R2 and 2016		

Supported Browsers	Apple Safari or later, Google Chrome, Microsoft Internet Explorer 10 or later		
Network & Virtual Switch	Should support IPv4 and IPv6		
	Port trunking		
	VLAN		
	DHCP server and client		
	DDNS (Dynamic Domain Name Service)		
	USB Wi-Fi adapter		
	should support SSH, Telnet, HTTP(S), FTP, CIFS/SMB, and AFP		
	DDNS settings (Customize & Multiple Service)		
	iSCSI service should be supported		
	Should have fibre channel service for onboard.		
Security	Should support File-based iSCSI LUN and Block-based iSCSI LUN		
	should support 250TB Maximum LUN size		
	Should support 128 Maximum number of targets LUN		
	AES 256-bit Volume Encryption validated by FIPS 140-2 CAVP		
	2-step verification		
	Instant alerts through email, SMS, push service, audio,		
	2-step verification		
Raid management	RAID types: RAID 0, 1, 5, 6, 10, 50, 60, JBOD, Single		
	RAID Hot Spare and Global Hot Spare		
	RAID Rebuild Speed Customization		
	Online RAID capacity expansion		
	Online RAID level migration		
	EXT3, EXT4, NTFS, FAT32, HFS+, and exFAT (optional for ARM model)		
	Disk auto S.M.A.R.T. data migration		

	Disk bad block scan and S.M.A.R.T test.		
	should support SSD read-only Cache, SSD read-write cache, SSD write-only cache, SSD Cache Maximum Size, SSD cache RAID and SSD profiling tool		
	Disk secure data erase		
	Flexible volumes and LUNs with thin provisioning and space reclaiming		
	Online volume expansion		
	Volume type convert: thick, Thin, static		
Virtualization	should support vSphere Web Client Plug-in		
	Should support VMware vSphere VAAI for iSCSI		
	should support VMware vSphere VAAI for NAS		
	Should support Windows ODX		
	Should support Windows/VMware Snapshot Agent		
	Should support HTTP/HTTPS Connections		
	should support Supports WebDAV Connection		
	Should support 32 Virtual Hosts		
Synchronization	should support Windows, macOS, Ubuntu, Android, and iOS files sync using sync application		
	should support 64 Maximum number of version control		
Snapshot	Volume and LUN snapshots		
	Snapshot Dashboard		
	Snapshot Manager		
	Snapshot local restore and revert		
	Snapshot Clone		
	Snapshot Replica and Snapshot Vault		
	should support Volume Snapshot and LUN Snapshot, should support Snapshot Retention Policy		
	Should support Self-serve Snapshot Recovery and Application Consisted of Snapshot		

	Support for Windows Previous Versions (CIFS/SMB)		
	Snapshot Agent for Microsoft Windows and VMware vSphere		
Backup Application	Should have consolidated application for backup, restoration and synchronization functions into a single console.		
	Should support deduplication of data at the source, helping to reduce the time and storage space needed for backup		
	Should support real time remote replication with another NAS with bandwidth control		
	Should support directly viewing the deduped data on computers using the extract tool		
	Should support cross device access from NAS, computers and from the cloud		
	Should support multiple versions backup to cloud storage and remote NAS which should allow us to set the number of backup versions to retain and their retention time.		
	Should support cloud backup with TCP BBR algorithm		
	Should support to thrid party cloud providers like Alibaba Cloud, HKT, hubic, IBM Cloud, Yandex disk, openstack, hidrive, Citrix share File, backblaze, wasabi service providers.		
	Back up files from local folders to local, remote, or other storage spaces by selecting a source location, assign a backup destination, set a schedule task for backup job		
	Should backup application should be smart data reduction with Faster data transfer and with Upgraded encryption		
	Should able to take backup of Microsoft O365 and G suite data		
Multimedia	Should support application for AI image recognition and intelligent classification for stored photo.		

	Should consolidates all of the multimedia (Photo, Music, Video) applications into one app, allowing easier and centralized multimedia app management		
Access Rights Management	Multiple user creation		
	User data importing and exporting		
	User quota management		
	Local user access control (AFP, CIFS/SMB, FTP, and WebDAV)		
	Application access control		
	advanced folder permissions (AFP, CIFS/SMB, FTP, and File Station)		
Domain Authentication	Microsoft Active Directory (AD) and domain controller support		
	LDAP server and client		
	Domain user login (AFP, CIFS/SMB, FTP, and File Station)		
Resource Monitor	Monitoring of NAS system resources such as CPU, memory and network		
	Monitoring of NAS storage resources such as volumes, RAID, and disk activity		
	Monitoring of NAS application resource use		
	Creation of extra swap space when SSDs are installed		
Web Administration	Multi-window, multitasking system management		
	Smart toolbar and dashboard for system status display		
	SNMP versions 2 and 3		
	Resource monitor		
	Network recycle bin		
	Recover files deleted using AFP, CIFS/SMB, and File Station		
	Automatic cleanup		
	File type filter		

	Comprehensive logs (events and connections)		
	Syslog server and client		
	Backup and restoration of system settings		
	Mobile application for remote system monitoring and management		
File Server	File sharing across Windows, Mac, and Linux/UNIX		
	Microsoft networking (CIFS/SMB)		
	Apple networking (AFP)		
	NFS version 3/4 services		
	Windows ACL (CIFS/SMB)		
	Advanced folder permissions (AFP, CIFS/SMB, and FTP)		
	Shared folder aggregation (CIFS/SMB)		
FTP Server	FTP over SSL/TLS (explicit)		
	Should support FTP, SFTP and TFTP protocols		
	FXP support		
Search	Full-text search		
	Data distribution using a bar chart		
	Previews for photos, music, videos, PDFs, Gmail, and others		
	Advanced search operators and search scope		
	Customized search filters with included or excluded conditions		
	Related files suggestion in Viewer		
	Search Chrome, Firefox and Safari extension		
LXC and Docker Support	Support for LXC/LXD and Docker		
	Application downloading from the built-in Docker Hub Registry		
	One-click installation		
	Container importing and exporting		

	Console mode		
Support for video surveillance	Free 8 built-in camera channels for all models		
	Expandable up to 128 camera channels		
	Support for motion detector		
	Daily auto backup for configuration files		
	Support for importing recordings		
	Support for recording H.264 camera video streams		

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SECTION 8 – DRAWINGS

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SECTION 9 : PROFORMA OF BANK GUARANTEES

PROFORMA – A : Form of Bank Guarantee for Tender Security / Earnest Money Deposit

PROFORMA – B : Form of Bank Guarantee For Performance of Contract

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PROFORMA - A

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

(Reference ITT clause 14)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex (C-Block),
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

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5. This Bank Guarantee is encashable at our designated Branch as mentioned below:
Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This guarantee shall be valid till _____ *[Date to be mentioned]*.

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15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',
    or
    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of eBG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
4. *Tender No. shall be the reference to be stated in the e-BG.*

PROFORMA – B

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer GCC clause ……)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex(C-Block),
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security* for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

BMRCL BANGALORE

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

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13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

--- XXX ---

SECTION 10 : ANNEXURES

ANNEXURE 1 - FORM OF CONTRACT AGREEMENT

ANNEXURE 2 - CHECKLIST

ANNEXURE 3 – NOT USED

ANNEXURE 4 - FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

ANNEXURE 5 - UNDERTAKING

ANNEXURE 6 - SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

ANNEXURE 7 - FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

ANNEXURE 8 - SITE VISIT

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ANNEXURE- 1

FORM OF CONTRACT AGREEMENT

CONTRACT NO. ……..

……..(Name of the Works)…….

This Contract Agreement (hereinafter referred to as the "**Contract**") is made at Bengaluru on the___ day of _____ by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purposes of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its Company Secretary, authorized to sign and bind the Company, with its registered and corporate office located at III Floor, BMTC Complex (C-Block), K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka, India hereinafter referred to as the **"BMRCL"** or the **"Employer"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. ……*(name of the Contractor)*……, a ……..*(legal status)* …….. Company incorporated under Companies Act 1956, having its office at ……..*(Contractor's office address)*……., represented herein by Mr. ……*(name and designation of the representative)*……., authorized to sign and bind the Company under the Power of Attorney dated …… and the Board Resolution dated ……., who shall be responsible to the Employer under the **Contract No. ……..** for "***……..(Name of the Works)……***", hereinafter referred to as the **"Contractor",** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the other part.

Hereinafter, **BMRCL/Employer** and **Contractor** are collectively referred to as "**Parties**" and individually as "**party**".

WHEREAS, the Employer invited Tenders for Contract No. ……. vide notification no. …….. dated …… and the Contractor has in response submitted a Tender for "***……..(Name of the Works)……***" (hereinafter referred to in this Agreement as **"the Works"**) and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees for "***……..(Name of the Works)……***" under the terms and conditions specified in this Contract and other Documents, forming part thereof.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1 Words and Expressions:

In this Contract all the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.

BMRCL

Clause 2 The Contract Documents:

2.1 The following shall be deemed to form and be read and construed as a part of this Contract Agreement.

a) Letter of Acceptance No. …… Dated: ……..
b) The Tender (Bill of Quantities)
c) Instruction to Tenderers/ Bidders
d) General Conditions of Contract
e) Special Conditions of Contract
f) Bid Forms/ Tender Forms
g) Technical Specifications including scope of work
h) Employer's clarifications to Pre-bid Queries and Addendum No….. dated ……..
i) Contractor's 'Qualification cum Technical' and Financial proposals submitted vide letter no. ……. dated ……
j) All correspondence between the Tenderer/ Bidder and BMRCL from the date of issue of NIT till the date of issue of LOA.
k) Performance Security in the form of Bank Guarantee issued by ……*(name & address of the issuing bank)* ……., vide BG No. …… dated ……. amounting to …….. valid upto …… and its authenticity confirmed by the Bank vide their letter no. …… dated ……
l) Any other document forming part of this Contract.

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the General Conditions of Contract.

Clause 3 Integration

The Employer and the Contractor agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4 Contract Price and Completion Time:

The Contract price is inclusive of all applicable Taxes, Cess and duties under the applicable Acts but **exclusive of SGST & CGST**. The SGST & CGST will be paid as applicable as per law, as per clause 39 of General Conditions of Contract and Special Conditions of Contract) and completion time for executing the works under the Contract are as below:

1.	Estimated Cost specified in the Tender	Rs. ……
2.	Accepted percentage (Tender premium) (Above or Below or At par)	…… % put to Tender.
3.	Accepted Cost of Tender (Tender premium)	Rs……. (Indian Rupees…….only).
Total Contract Price		Rs……. (Indian Rupees…….only).
4.	Date of Commencement of Works	Date of issue of Letter of Acceptance (LOA) as per clause 29 of ITT.
5.	Completion period	…….. as per Appendix to Form of Tender .

Clause 5 Obligations of the Contractor:

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular:-

a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of " *…….name of the work……..*" under the Contract including ……*(brief scope of works)*…… requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract.

b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

Clause 6 Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract to pay Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7 Governing Law

This Contract shall be construed and enforceable under the applicable laws of the Republic of India. Where recourse to a Court is to be made in respect of any matter, the Court at **Bengaluru** shall have the exclusive jurisdiction to try all disputes between Parties.

Clause 8 Language

This Contract Agreement and other Contract Documents are made in English language.

Clause 9 Notices

All Notices called by the terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other address in India as such Party may subsequently
notify to the other.

To Employer:
Bangalore Metro Rail Corporation Ltd.
III Floor, BMTC Complex (C-Block),
K.H. Road, Shantinagar,
Bengaluru – 560 027
KARNATAKA, INDIA.

To Contractor:
.....
.....
.....
.....

Clause 10 Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.

For **Bangalore Metro Rail Corporation Limited** **(EMPLOYER)**	For **…… (CONTRACTOR)**
(……..) Company Secretary	(……..)
Witness:	Witness:
(……..)	(……..)

Note:

* *This Contract Agreement form may be modified as considered necessary at the time of finalisation /signing of the Contract Agreement.*

** *Blanks to be filled by the BMRCL at the time of finalization of the Form of Agreement.*

*** *Any other condition considered to be essential in the interest of BMRCL shall be included.*

BMRCL

ANNEXURE - 2

CHECK LIST**

(A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer. The Tender submittals shall consist of the following:

I	**QUALIFICATION CUM TECHNICAL PACKAGE**	
a.	Earnest Money Deposit (Clause 14 of ITT)	Submitted / Not Submitted
b.	Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not Submitted
c.	Notarized Power of Attorney (Clause 15.2 / 16.1 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.	Submitted / Not Submitted
d.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and **Qualification Information** (Section 3) with CA's certifications.	Submitted / Not Submitted
e.	Copy of PAN card	Submitted / Not Submitted
f.	Copy of GST Registration certificate	Submitted / Not Submitted
g.	**Bank Details** in prescribed proforma given in **Annexure-3 in Section-10** along with a **cancelled Cheque leaf** (clause 14.11 of ITT)	Submitted / Not Submitted
h.	**Undertakings** as per prescribed Proforma given in **Annexure-4** & **Annexure-5 in Section-10.**	Submitted / Not Submitted
i.	Constitution or legal status of Tenderer as per clause 1.1 of Section 3.	Submitted / Not Submitted
j.	List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA**.**	Submitted / Not Submitted
k.	Existing commitments and ongoing works as per clause 1.3 A of Section 3.	Submitted / Not Submitted
l.	Works for which Tenders already submitted as per clause 1.3 B of Section 3.	Submitted / Not Submitted
m.	#	
II	**FINCANCIAL PACKAGE**	
a.	'Pricing document (Bill of Quantities)' through eProcurement Portal as per Instructions for completing the Pricing Document, Section-XI and ITT Clause 10 of ITT.	Submitted / Not Submitted
b.	#	

Note to the Tenderer:

*** - The above list is not exhaustive, any other document/s which are required as per the Tender document shall be submitted.*

Note to the TIA:

 # - If any other documents are required, the same shall be listed.

BMRCL BANGALORE

ANNEXURE - 3

NOT USED

ANNEXURE - 4

FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s. ..... *[Name of the Tenderer]*…… (hereinafter called the "Contractor"), do hereby affirm and declare that we have NOT been Black listed / Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during the last five (5) years*.

We have not rescinded the Works after award of the Contract during the last five (5) years*.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

*Note: * Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.*

ANNEXURE - 5

UNDERTAKING

We, M/s..... *[Name of the Tenderer]……,* herein after called “the Contractor”, do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to ……*[name of work]*…….. of BMRCL, Bengaluru.

We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

ANNEXURE -6

FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

I/We.....(jointly and severally) declare that I/we have offered this Tender with the local content of .....% and has given "details of the locations(s) at which the local value addition is made" as per Table-A & B of Attachment to this Annexure.

I/We declare that the Local Content of ……% mentioned above, is excluding the Services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CAMC etc., in line with OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021.

I/we further declare that the Imported items sourced locally from resellers/distributors are also excluded from the calculations of 'Local Content' as detailed in Table C of Attachment to this Annexure.

I/We further acknowledge the right of the Employer to impose a penalty up to 10% of the Contract Price, in case the Contractor does not meet the stipulated Local Content requirement and the category of the Contractor changes from Class-I to Class-II/ Non-local or from Class-II to Non-local.

I/We further acknowledge the right of the Employer to debar the Tenderer for any violation or false declaration, regarding 'Local content' or local value addition (including payments to be made to their vendors for local value addition), which shall be treated as fraudulent practice under ITT Clause 34.3 of this Tender for which the Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

SIGNATURE OF THE TENDERER

Note:
Please refer GCC Clause 1.1(ee) for definition and valuation of "Local Content" and MoHUA Office Memorandum/s

ATTACHMENT TO ANNEXURE-6

TABLE-A PROPOSAL FOR SYSTEMS/SERVICES TO BE DEVELOPED/ SUBCONTRACTED IN INDIA

INFORMATION TO BE FURNISHED BY THE TENDERER FOR SERVICES TO BE PROCURED / SUBCONTRACTED / SOURCED IN INDIA							
Sl. No.	Equipment/ Sub-systems/ Services	To be Produced/developed in India by the Tenderer			To be produced by the Tenderer from vendors/Subcontractors in India		
		Percentage (%)	Description	Address	Percentage (%)	Description	Address
1							
2							
…							

TABLE-B PROPOSAL FOR SYSTEMS/SERVICES TO BE SOURCED OUTSIDE INDIA

INFORMATION TO BE FURNISHED BY THE TENDERER FOR SERVICES TO BE SOURCED OUTSIDE INDIA					
Sl. No.	Equipment/ Sub-systems/ Services	To be sourced from outside India			
		Country of Origin	Percentage (%)	Description	Address

TABLE-C: PROPOSALS FOR IMPORTED ITEMS (EQUIPMENT/SUB-SYSTEMS/SERVICES) TO BE SOURCED FROM RESELLERS/ DISTRIBUTORS IN INDIA

Information to be furnished by the Tenderer for Imported Items (Equipment/Sub-Systems/Services) to be sourced from Resellers/ distributors in India										
Sl. No.	Equipment/ Sub-systems/ Services	Imported Items to be sourced from Resellers/distributors in India								
		Country of Origin	Cost						Description of firm	Address
			Cost of Item	Taxes	License Fee	royalties paid	Technical expertise	Any other		

Note: Item wise details of Imported Items to be sourced from Resellers/ distributors in India shall be specified by the Tenderer.

SIGNATURE OF THE TENDERER

BMRCL BANGALORE

ANNEXURE -7

FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

(To be submitted on Tenderer's Letter head)

1. I/We *.....(Name of the Tenderer/Member).....*have read ITT clause 35 regarding restrictions on procurement from a Tenderer of a country which shares a land border with India and on subcontracting to contractors from such countries; and I/we certify that I/we am/are:
   a) **not from such a country,*

   or,

   b) **from such a country (.....indicate country.....), have been registered with the Competent Authority@,*

   and will not **subcontract** any work to a contractor from such countries unless such contractor is registered with the "Competent Authority".

   I/We hereby certify that I/we am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to ITT clause 35.

2. I/We have read the ITT clause 35 regarding restrictions on procurement from a Tenderer having Transfer of Technology (ToT) arrangement. I/We certify that this Tenderer:
   a) **does not have any ToT arrangement requiring registration with the "Competent Authority"**

   OR

   b) **has valid registration to participate in this Tender@.*

3. *1/We submit a registration certificate herewith as an evidence of valid registration by the "Competent Authority" and I/We further acknowledge the right of the Employer that absence of such a registration certificate in the Tender, if the Tenderer belongs to such country stated above, shall disqualify the Tenderer.
4. I/We acknowledge the right of the Employer to terminate the Tenderer for false declaration or certificate, along with further legal action in accordance with law.

SIGNATURE OF THE TENDERER

Note:
** Delete whichever is not applicable.*
@ Evidence of valid registration by the Competent Authority shall be attached.

ANNEXURE -8

Site Visit

To,

AGM-IT
3rd Floor, BMTC Complex
Shanti Nagar, K. H. Road
Bangalore -560027

Dear Sir,

I/we visited the place of work (Bangalore Metro Rail Corporation Ltd, 3rd Floor, BMTC Building, Bengaluru) on Date:----------.Having examined the Network Infrastructure and necessary information relating to the work as specified in the Tender documents, having visited and examined the site of the works specified in the said Tender documents and having acquired the requisite information relating thereto as affecting the tender.

I/we…… hereby offer to execute the works specified in the Tender documents within the time specified at the rate mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in the conditions of tender, schedule of quantities, general instructions to tenderer, special conditions of contract, general technical specifications and any other extra materials / items not specified in the tender and is required to complete the scope of work as specified in the tender.

Place:
Date:

Certification By
AGM-IT BMRCL,
BMTC COMPLEX, BANGALORE

--- XXX ----

BMRCL

SECTION 11

INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT

1) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal (eProcurement portal) only and **no hardcopy of commercials should be attached or disclosed anywhere in the technical Package.**

2) The Tenderer shall quote the rates & amount in the 'Pricing Document (Bill of Quantity)' given in the Karnataka Public Procurement Portal.

3) The total Tender price shall be inclusive of all applicable Taxes duties & cess under the applicable Acts but **exclusive of GST**. BMRCL shall pay the applicable GST as invoiced by the Contractor to BMRCL.

4) The Tenderer shall ascertain all applicable Taxes Duties & cess under the applicable Acts and shall be included in the quoted price.

5) The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

6) **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department for availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

7) The Cost of all the individual items shall be computed for the entire work and the rates and amount on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 34.

8) The Prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

9) Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

10) The Tender Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

11) The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.

12) The Contractor shall maintain complete records of duties, other taxes and levies etc. payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

13) Any increase in GST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the Extension of Time. However, this shall not be applicable for "Variations".

14) UNPRICED ITEMS: Items against which no rate or sum is entered in the Bill of Quantities, whether quantities are stated or not shall be regarded as covered by other rates in the Pricing

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document. The Tenderer shall take regard of the actual site conditions and the items entered in the Bill of Quantities. The Tenderer shall price his Tender accordingly and the rates and amount in the BOQ shall be full and only price paid for all work performed against that item except as described in the Tender Documents.

15) BMRCL will consider only the prices quoted in the pricing document for evaluation of Tender.

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SECTION 12

PRICING DOCUMENT (BILL OF QUANTITY)

Sl. No	Description of item (with brief specification and reference to specification)	Quantity	Unit	Rate (INR)	Rate (in words) (INR)	Amount (INR)	Amount (in words) (INR)
Installation of Network Passive Cabling, Backup Solution and Storage Controller							
1	Supply of Passive materials and components	1	Set				
2	Installation of Passive components	1	Set				
3	NAS Controller	1	No				
4	Backup Software for 1 Year (for Desktop)	50	Nos				
5	Backup Software for 1 Year (for Server)	5	Nos				
	Total						

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